

## 1. SCOPE

The prices and information contained in the catalogues, prospectuses and tariffs are given for information only. The SELLER reserves the right to make any changes in the layout, form, size or equipment of his appliances, machines and parts of machines, the engravings and descriptions of which appear on its printed equipment's as advertisements. The supply includes exactly and only the equipment specified in the quotation. The contract of sale, even in the case of quotations or prior offers, is perfect only following the express acceptance, by the SELLER, of the order of the CLIENT.

Acceptance of quotations shall entail acceptance of Terms and conditions of sales. Special conditions may apply, and, in this case, they will be detailed in the quotation.

The weights given in quotations or contracts are only indicative; it may in no case be the cause of complaints, or price reductions. After ordering, the SELLER shall provide, where appropriate, the installation or foundation drawings for each appliance excluding any implementation drawing. The dimensions of the foundation blocks are given only as an indication; these blocks must be established by the CLIENT, under his responsibility, and taking into account the variations required by local conditions.

For additional supplies, prices and new deadlines are discussed especially between the manufacturer and the CLIENT. In no case may the conditions for additional supplies prejudice those of the main order.

## 2. STUDIES AND PROJECTS

The SELLER may, at the request of the CLIENT, carry out a feasibility study of a project or carry out a technical description to enable the CLIENT to draw up his technical specifications. These services will eventually be invoiced and agreed with the CLIENT.

Projects, studies and documents of any kind submitted or sent by the SELLER shall always remain its sole property. They must be returned to him at his request.

For countries where specific formalities are needed the CLIENT will assist the SELLER as its request with the obtaining of authorizations or other documents such as visas in order to provide the service.

In no case, the CLIENT shall be allowed to claim penalties for a delay in carrying out the studies due to the obtaining of these administrative documents.

The SELLER retains all the intellectual property of his projects, studies and documents, which cannot be communicated or executed without his written permission.

## 3. DELIVERY AND RECEIPT OF EQUIPMENT/FACILITIES

Unless otherwise specified in the quotation, delivery is deemed to be made in the SELLER's factories or stores, under FCA INCOTERM 2020, La Chapelle d'Armentières 59 France, in the presence of the CLIENT or a third party designated by the CLIENT. Prices are in Euros or foreign currency, as defined in the quotation, for equipment's in THE SELLER's factory or store. Delivery is made either by direct delivery to the CLIENT, by simple notice of availability, by delivery in the SELLER's factories.

The reception of the facilities supplied by the SELLER will be carried out in CLIENT premises in the presence of the CLIENT (or a third party chosen by the CLIENT) with a compulsory report agreed and signed by the CLIENT.

If the shipment is delayed for any reason, beyond the control of the SELLER and agreed to by the SELLER, the equipment's shall be stored and handled if applicable, at the CLIENT's expense and risk, the SELLER declines any subsequent liability in this regard. These provisions do not affect the payment obligations of the supply and do not constitute any novation.

The delivery terms run from the latest of the following dates: date of the acknowledgement of receipt of the order, dates where the SELLER received the information, the deposit or supplies that the CLIENT had agreed to deliver. In no case can delays justify the cancellation of the order. In the event of a delay in delivery in relation to the contractual deadlines: if special agreements stipulate penalties, these shall in no case exceed 5% of the value in the workshop or in the store of the equipment whose delivery is delayed.

In the absence of special agreements, for each whole week of delay, from 10 days late, a penalty of 0.5% with a maximum cumulative value of 5% of the value in the workshop or in store of equipment whose delivery is late will be applied. However, penalties may only be applied if the SELLER causes the delay and if it has caused real harm and is found to be contradictory. It cannot be applied, if the CLIENT has not notified the SELLER in writing at the time of the order, and confirmed, at the time scheduled for delivery, of his intention to apply this penalty.

The SELLER shall be automatically released from all commitments regarding delivery deadlines in the event the CLIENT is not providing in due time technical or commercial information, service or supply or equipment's necessary for the proper execution of the order. The SELLER is also released from its obligations when the CLIENT has modified the order.

The SELLER shall also be automatically released from any commitment concerning delivery periods if the CLIENT has not observed the payment conditions.

## 4. PACKAGING

The packaging is always owed by the CLIENT and is not taken over by the SELLER, unless otherwise stipulated. In the absence of any special indication, the SELLER, who acts in the best interests of the CLIENT, prepares the packaging.

In the event of a specific request from the CLIENT for packaging due to local standards or legislation, the SELLER will inform the CLIENT of the associated additional costs.

## 5. TERMS OF PAYMENT

The prices are in Euros or in foreign currency as defined in the quotation

a) The contract/quote determines the terms of payment.

These payments are made at the SELLER's offices, net and without discount.

In the absence of arrangements agreed between the parties, repair work, maintenance, as well as additional supplies or supplies delivered during assembly are invoiced monthly and payable net and without discount.

In accordance with Article L441-10 of the French Commercial Code, in case of late payment at the deadlines defined in the contract, the amounts due shall bear interest as of right on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points. In this case, the rate applicable during the first half of the year concerned shall be the rate in force on 1 January of the year in question. For the second half of

the year concerned, it shall be the rate in force on 1 July of the year in question. Late penalties are due without the need for a recall notice.

The terms of payment may not be delayed under any pretext, even if contentious.

In the case of the sale, assignment, pledge or incorporation of its business or equipment by the CLIENT, as also if one of the payments or acceptance of one of the bill of exchange is not made at the date, the amounts due become immediately payable, regardless of the conditions agreed previously.

b) Failure by the CLIENT to pay SELLER's supplies by the due date will result in the immediate due of all remaining amounts regardless of the intended method of payment and the cancellation of the orders in the order book

c) Finally, a lump sum recovery fee of 40 euros will be payable, automatically by the CLIENT and without prior notification in the event of late payment. The SELLER reserves the right to ask the CLIENT for additional compensation if the recovery costs actually incurred exceed this amount, upon presentation of supporting documents.

## 6. RETENTION OF TITLE

6.1 The transfer of ownership of SELLER's products is suspended until full payment of the price of these products by the CLIENT, in principal and accessories, even in the event of granting of extended payment deadlines.

6.2 By express agreement, the SELLER may exercise its rights under this Retention of Title clause, in respect of any of its claims, over all of its products in the possession of the CLIENT, the latter being conventionally assumed the unpaid ones. The SELLER will be able to take them back or claim them as compensation for all its unpaid invoices, without prejudice to its right to resolve outstanding sales.

6.3 The CLIENT will only be able to resell the unpaid products as part of the normal operation of his business and may in no case pledge or agree to security on his unpaid stocks. In case of default, the CLIENT will refrain from reselling his stocks up to the amount of unpaid products. In the event of resale, the CLIENT undertakes to notify the SELLER immediately in order to allow it to exercise its right to claim the price in respect of the third-party CLIENT. The authorization for resale is automatically withdrawn in the event of judicial recovery or liquidation.

In the event of a receivership or liquidation proceeding, the CLIENT is obliged to inform the SELLER immediately and the SELLER reserves the right to take back the critical parts.

6.4 The SELLER may also require, in the event of non-payment of an invoice at the due date, the resolution of the sale after sending a simple notice of default, which remains unsuccessful within a period of 15 working days. Similarly, the SELLER may unilaterally, after sending a formal notice, draw up or cause to be drawn up an inventory of its products in the possession of the CLIENT, who undertakes, already, to allow free access to his warehouses, stores or others for this purpose, ensuring that the identification of the SELLER's products is always possible

6.5 In the event of the opening of a receivership or liquidation proceeding, the outstanding orders will be automatically cancelled, and the SELLER reserves the right to claim the goods in stock.

6.6 From the delivery date as defined in the quotation in accordance with the chosen INCOTERM, the CLIENT shall be considered liable and support the risks of the said goods. In the case of non-payment and unless the SELLER prefers to request the full execution of the sale, the SELLER reserves the right to cancel the sale after a notice and to claim the delivered goods. The costs of return shall be borne by the CLIENT and the payments that are made to the SELLER being acquired as a penalty clause.

6.7 From the date of delivery, the buyer shall be the depositary and guardian of the said goods. In the case of non-payment and unless we prefer to request the full execution of the sale, we reserve the right to cancel the sale after demand and to claim the delivered goods, the return costs remaining at the expense of the CLIENT and the payments that are made to the SELLER are acquired as a penal clause

## 7. ORDER MODIFICATION OR CANCELLATION

Any modification of the order by the CLIENT after his initial order must be made in writing and can only be taken into account after acceptance by the SELLER. This amendment relieves the SELLER of compliance with the conditions to which the contract was originally concluded (price, time for performance and delivery) appearing on the SELLER's order receipt. The new contract performance conditions accepted by the SELLER will be specified in writing.

The change of order concerning the production of additional equipment will be the subject of a financial compensation equal to the expenses incurred by the SELLER.

In case of cancellation of the order by the CLIENT, after his acceptance by the SELLER, for any reason except force majeure, an amount corresponding to the costs of the services incurred by the SELLER will be due by the CLIENT, as compensation for the damage suffered.

## 8. GUARANTEE

8.1 Mechanical guarantee:

All proposed equipment's are guaranteed against any design or manufacturing defects. The duration of this guarantee is SIX MONTHS unless otherwise stipulated in the contract. In the case of delivery of material and/or components, the guarantee shall take effect upon delivery of the material and/or components. For installation operations, the guarantee starts at the end of the performance of the services by the SELLER.

The guarantee is limited only to the replacement of defective parts; the shipping and staff costs remain the responsibility of the CLIENT.

Replacement of parts cannot extend warranty period.

However, if the delay is due to a cause beyond the SELLER's control, the extension may not exceed nine months. Replacement parts or remanufactured parts shall be guaranteed under the same terms and conditions as the original equipment and for a further period equal to that defined in the paragraphs relating to the duration of the guarantee. This provision shall not apply to other parts of the equipment whose guarantee period is extended only for a period equal to that during which the equipment was immobilized.

8.2 Performance Guarantee:

Within the framework of the data provided by the CLIENT and the specifications established by the SELLER, the SELLER undertakes to guarantee the performances announced in the specifications.

The characteristics of the devices will comply with the data contained in our offers and notices.

## 8.3 Methods of implementing the guarantee:

The equipment's must be checked by the CLIENT upon delivery, and any claim, reservation or dispute relating to apparent defects and deficiencies, must be carried out during the receiving stages of the equipment as defined in Article 3.

In case of apparent defects discovered following the reception phase, the SELLER will replace defective parts subject to verification of the alleged defects. The CLIENT must provide any justification as to the reality of the defects found, the SELLER reserves the right to proceed, directly or indirectly, with any finding and verification on site.

**8.4** Denunciation of defects existing at the time of delivery, and revealed after receipt of the products, must be formulated by the CLIENT in writing within 3 working days of the date on which he discovers the non-compliance.

**8.5** No action in non-compliance may be taken by the CLIENT more than 8 calendar days after the receipt date of the products in its premises.

It is expressly agreed by the acceptance by the CLIENT of these general conditions of sale that after the expiry of this period, the CLIENT will not be able to invoke the non-compliance of the products, nor oppose it as a counterclaim in order to defend itself on the occasion of an action for the recovery of debts incurred by the SELLER.

In the absence of compliance with these conditions, hidden defect liability of the SELLER towards the CLIENT cannot be applied.

**8.6** The SELLER undertakes to remedy any malfunction arising from a defect in the design, materials of the equipment's or workmanship (including installation if assigned) within the limits of the following provisions. The SELLER's obligation does not apply in the event of a defect arising either from equipment is supplied by the CLIENT or from a design imposed by the CLIENT. Any guarantee is also excluded for incidents involving force majeure as well as for replacements or repairs that would result from normal wear of the equipment, damage or accidents resulting from negligence, lack of supervision or maintenance and defective use of this equipment.

**8.7** Defects and deterioration of the delivered products resulting from abnormal storage and/or storage conditions at the CLIENT's premises, in particular in the event of an accident of any kind, will not be entitled to the guarantee due from the SELLER.

In this respect, the SELLER specifies to the CLIENT the optimal storage conditions and provides technical guide/instructions for the use of the sold equipment's.

Wear resulting from improper installation or use without respect of the standard rules, negligence or lack of maintenance of the product, adaptation or special assembly, abnormal or not of our products results in an exclusion of the guarantee unless it has been carried out under our supervision.

**8.8** The SELLER guarantees its products against hidden defects, in accordance with the law, the uses, the jurisprudence, and under the following conditions:  
Our guarantee applies only to products that have regularly become the property of the CLIENT having paid the total price of the equipment according to the rules defined under article 6 (Retention of Title).

It applies only to products entirely manufactured by the SELLER. As our CLIENTs are professionals, the hidden defect is a failure to manufacture the product making it unfit for its use and not likely to be detected by the CLIENT before its use.

A design defect is not a hidden defect and our CLIENTs are deemed to have received all the technical information relating to our products. We do not cover damage and wear resulting from improper installation or use, negligence or failure to maintain the product, adaptation or special assembly, abnormal or not of our products except if it was carried out under our supervision. Under the guarantee of hidden defects, the SELLER will only be required to replace at no cost, defective goods.

## 8.9. Methods of exercising the guarantee

It is the responsibility of the SELLER so advised to remedy the defect at his own expense and with all due diligence. The SELLER reserves the right to modify the devices of the equipment, if necessary, in order to fulfill his obligations. The work resulting from the obligation of guarantee shall in principle be carried out in the seller's workshops after the CLIENT has returned to the seller the defective equipment or parts for the purpose of repair or replacement. The cost of transporting the defective equipment or parts, as well as the cost of returning the equipment or parts, repaired or replaced, shall be borne by the CLIENT. The parts replaced free of charge are made available to the seller and become his property again.

## 9. SPECIFIC CONTRACTS

### 9.1 Repairs

Unless otherwise expressly agreed, repair operations shall not give rise to any guarantee other than that of the proper execution of such operations.

### 9.2 Maintenance and Expertise

The SELLER may offer the CLIENT commissioning, maintenance and expertise services relating to its equipment or other services at the request of the CLIENT.

The content of the services, the modalities of intervention and the associated costs are detailed in specific offers, which the CLIENT must first accept and return to the SELLER

These services are subject to these General Conditions of Sale to which the quotations refer

## 10. FORCE MAJEURE

Events beyond the control of the Parties which they could not reasonably have foreseen and which they could not reasonably avoid or overcome shall be considered as force majeure, to the extent that their occurrence renders the performance of the obligations totally impossible.

In particular, are considered to be cases of force majeure releasing the SELLER from its obligation to deliver within the originally foreseen time: fire, exceptional climatic events such as flooding, attacks, war, epidemics, the impossibility of being supplied with raw equipment, barriers of thaw, roadblocks, strike or breakdown of energy supply, or breakdown of supply for a cause not attributable to our society, and any other causes of supply breakdown attributable to our suppliers. In such circumstances, the SELLER will notify the CLIENT in writing, including by fax or e-mail, within 48 (forty-eight) hours of the date of occurrence of the events, that the contract will be automatically suspended without compensation, from the date of occurrence of the event. If the event lasts more than 30 (thirty) days from the date of occurrence of the event, the contract concluded by the SELLER and its CLIENT may be terminated by the most diligent party, without any claim to damages. Such termination shall take effect on the date of first presentation of the registered letter with acknowledgement of receipt denouncing the said sales contract.

## 11. CONFIDENTIALITY

The CLIENT will strictly preserve the confidentiality of all technical or economic knowledge and information communicated by the SELLER in the context of their commercial relationship ("Confidential Information"); it shall refrain at any time from disclosing them to third parties, even after the end of the commercial relationship. The disclosure of the Confidential information by the CLIENT will be only possible if it can be proved that (i) he already knows the information or that the information are already in the public domain at the time of their communication or subsequently fall into the public domain without misconduct, (ii) are subsequently developed by him in a completely independent manner or (iii) are transmitted to him by a third party without breach of confidentiality obligation.

## 12. WAIVER

The fact that the SELLER does not avail itself at any time of any of the clauses hereof, cannot claim waiver to avail itself later of these same clauses.

## 13. APPLICABLE LAW AND DISPUTES RESOLUTION

French law will be only applicable to commercial relationships between the SELLER and the CLIENT. When a dispute arises, the parties shall first attempt to resolve it amicably, within 30 days, following notification of the dispute by one of the parties by registered letter with acknowledgement of receipt.

At the end of this period, if no agreement can be reached between the parties, all disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

## 14. PERSONAL DATA

In the context of the supply of its equipment and services, the SELLER processes in particular personal data, in accordance with the provisions of the European General Data Protection Regulation ("GDPR"). This regulation applies to commercial relationships with CLIENT located in the European Union.

In connection with this processing, the SELLER implements appropriate technical and organizational measures to protect personal data. This protection goal is to avoid accidental or unlawful destruction, accidental loss, unauthorized alteration, dissemination or access, in particular in connection with the transmission of data in a network, as well as against any other form of unlawful processing, in accordance with its privacy policy, which is accessible from its website: [www.wood.neu-jkf.fr](http://www.wood.neu-jkf.fr)